

This Instrument Prepared by
and Return to:

J. Edward Peel, Esq.
5170 Sanderlin Avenue, Suite 202
Memphis, TN 38117-4360
(901) 761-3165

P 105 PG 246
p> STATE MS.-DE SOTO CO.
pa

SEP 28 2 03 PM '04

DK 105 PG 246
JUL. DAYS CH. CLK.

FUEL SUPPLY AGREEMENT

THIS FUEL SUPPLY AGREEMENT (the "Agreement"), is made this 23rd day of September, 2004 (the "Effective Date"), by and between THE MARKET OPERATIONS GROUP, LLC, a Tennessee limited liability company, its successors and assigns (the "Supplier") with an address of 5170 Sanderlin Avenue, Suite 202, Memphis, Tennessee 38117-4360, and EDWIN D. O'BANNON and wife, CYNTHIA L. O'BANNON and RICHARD McDONALD and wife, JULIE McDONALD, their heirs, successors and assigns (collectively the "Owner"), with an address of 6396 Hwy. 51 North, Horn Lake, MS 38632 (Supplier and Owner together the "Parties").

WITNESSETH:

WHEREAS, Supplier is a full-line distributor of Shell/Motiva, BP/Amoco, CITGO, Conoco/Phillips and Mystic (collectively the "Distributor") gasoline, related products and services to retailers (collectively the "Fuel");

WHEREAS, Owner owns a certain parcel of real property together with the improvements thereon, municipally identified as 1502 Goodman Road, Horn Lake, DeSoto County, Mississippi, as more particularly described on the attached **EXHIBIT "A"** (the "Property");

WHEREAS, Owner shall lease the Property to a certain tenant (the "Tenant") which Tenant shall operate a convenience store/fueling facility (the "Business") from the Property; and

WHEREAS, Owner desires to grant Supplier the sole and exclusive right to supply, market, store and sell Fuel from the Property and Supplier desires to become the sole and exclusive supplier of Fuel to be sold from the Property according to the terms and conditions as contained herein.

NOW THEREFORE, in consideration of the Fuel, the Property and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **EXCLUSIVE RIGHT TO PROPERTY.** Owner hereby grants, bargains and conveys to Supplier, its successors and assigns, the sole and exclusive right to supply, market, store and sell Fuel from the Property. This right is a covenant that shall run with the land as an appurtenance to the Property and shall inure to the benefit of Supplier, its successors and assigns, and the employees, agents, licensees, and invitees of Supplier. Owner covenants, warrants and agrees that it has fee simple title to the Property and that it has full authority to enter into this Agreement. Supplier has made or will make significant investments in the Property and as a result the Parties hereby agree that Supplier shall have the sole and exclusive right to have its Fuel

products sold from the Property for the Term. Owner agrees to allow no other person, company, partnership, association or other entity to market, store, locate or sell Fuel from the Property for the Term. All other terms of this Agreement shall also be covenants that shall run with the land as an appurtenance to the Property and shall inure to the benefit of Supplier, its successors and assigns, and the employees, agents, licensees, and invitees of Supplier.

2. TERM. The term (the "Term") of this Agreement shall commence on the Effective Date and shall continue for a period of seventy-two (72) consecutive months.

3. PRICE AND PAYMENT. Owner shall establish the retail price at which the Fuel shall be sold to the public. Payment for all Fuel purchased from Supplier by Owner shall be made via electronic funds transfer ("EFT"). Owner shall make such arrangement as are necessary to facilitate the EFT within ten (10) days of the Effective Date. Owner shall pay for all Fuel purchases via EFT within seven (7) days of delivery. The EFT for each Fuel purchase shall be accomplished within forty-eight (48) hours of notice to Owner of the EFT. If any EFT is refused by Owner's bank then all Fuel purchases shall be made on a load-to-load basis. In the event the Parties arrange credit, Supplier shall be paid upon the credit terms as agreed. Except as hereinafter provided, the Products sold to Owner pursuant to this Agreement will be priced, and the other terms of sale will be established, at levels which are generally consistent with Supplier's sales to other retailers, but in no event higher than the formula rate attached as Exhibit "B". Supplier reserves the right to alter any credit terms extended at any time.

4. QUANTITIES. Supplier shall furnish Owner's requested Fuel purchase needs. Owner will provide Supplier on a timely basis with sufficient information to assist Supplier in meeting its commitment to supply Owner with the quantities of Fuel requested.

5. LETTER OF CREDIT. Upon execution of this Agreement Owner shall provide Supplier for its benefit an unconditional and irrevocable sight letter of credit in the amount of FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000.00) (the "LOC") issued by a national bank reasonably acceptable to Supplier. Said LOC shall secure all of Owner's obligations hereunder. The amount of the LOC may be adjusted as necessary to allow for fluctuations in the price of Fuel.

6. DELIVERY. Owner shall give Supplier such periodic notice of its Fuel requirements at the Business as will enable Supplier to make deliveries in its regular course of business. In the event the Supplier delivers less than a full tanker load of fuel, the Owner agrees that the freight fees will be equivalent to a full tanker load of fuel.

7. TAXES. Owner agrees that it shall be responsible for and shall pay to Supplier any duty, tax, sales tax, gross receipts tax, fuel tax or any other tax which Supplier may be required to collect or pay under any municipal, state, federal or other law, rule or regulation now in effect or hereinafter enacted with respect to the sale, delivery or use of the Fuel. Owner agrees to furnish Supplier with any and all tax identification numbers, resale certificates or other documentation necessary to avoid the imposition or payment of any taxes by Supplier.

8. BRANDING. Should Supplier choose to brand the Business and the Property, Owner agrees that it shall brand the Fuel that is sold to Owner by Supplier as such brand that Supplier may provide to Owner. Further, should Supplier choose to brand the Business and the Property, Supplier agrees to obtain for the benefit of Owner signage carrying such brand for branding purposes. Additionally, Owner agrees to follow all branded program procedures, rules

or regulations established by the brand. Owner shall take all steps necessary to maintain the highest standards of operation under said brand.

In the event Supplier rebrands the Business and the Property, any and all rebates and/or incentive payments shall be passed through for the benefit of whichever party bears the expense of rebranding. "Rebranding expense" shall not include the cost of decal and signage maintenance and/or replacement which Owner hereby agrees to bear.

9. BUSINESS OPERATIONS. The only Business operated from the Property shall be a first-class convenience store/fuel facility. No Tenants shall engage in any business nor allow any business to be done on the Property other than that normally associated with a first class convenience store/fuel facility. At no time shall any of the Tenants allow the condition or appearance of the Property to deteriorate. Tenants shall maintain the Property and operate the Business in a good and businesslike manner, in accordance with generally approved practices and the usual methods of operation in the neighborhood, and in a manner to preserve and enhance the value of the Property.

Tenant shall: (a) resell all Fuel, certified by the Supplier as being Distributor's motor fuel under its brand name except any of Distributor's unbranded products which shall not be sold under such brand names; (b) maintain trademarks, trade names and brands on the equipment used to store and dispense Fuel; (c) not sell or pass off motor fuel of others as Distributor's Fuel or under confusing similar names or brands; (d) comply with Distributor's marketing standards for Tenant and promote public good will towards Distributor, Supplier and its brands, names and marks; (e) operate responsibly, in accordance with honorable practices and sound industry standards; and (f) comply with all federal, state, and local laws, regulations, ordinances and official orders relevant to Tenant's use of the Property covered by this Agreement and to the operation of the Business.

10. CREDIT CARDS. Owner agrees to be bound by all the terms and conditions of any and all credit card agreements required by the Distributor. Supplier agrees to accept from Owner proper credit card sales tickets from the branded petroleum company which shall be accepted as cash payment for Fuel which has been delivered to Owner, assuming Supplier receives proper settlement for said credit cards. Owner agrees that credit card sale tickets which are improper for any reason according to the various agreements of Supplier with any credit card company may be returned to Owner. Owner shall immediately pay Supplier in cash for such credit card sale tickets that are returned to Owner. Credit card fees charged by the Distributor shall be paid by Owner.

In addition, any credit card sales tickets which do not evidence delivery of products or services authorized according to the terms of any credit agreements between Supplier and the Distributor are not valid as between Owner and Supplier and may be returned to Owner. Owner expressly agrees that Supplier has the right to change at any time its method of accepting such credit card receipts.

11. TRADEMARKS AND TRADE NAMES. Owner acknowledges and agrees that it shall not use nor shall it acquire any rights in certain trademarks, trade names, brand names, labels, insignias, symbols or imprints owned by Distributor or used as the result of Supplier's agreements with various entities. Owner shall not, during the Term or after termination of this Agreement, do anything to aid or assist any party to do anything which would infringe upon, harm, impair or contest Supplier's marks or Supplier's right to use the marks of others.

12. QUALITY, GRADE, SPECIFICATION AND NAME OF FUEL. Supplier shall have the right at its sole discretion at any time during the Term to change, alter, amend or eliminate any of the grades, trade names, trademarks or brands of Fuel covered by this Agreement. Supplier may also, in its sole discretion, change or alter the quality or specification of any of the products covered by this Agreement.

13. ASSIGNMENT. This Agreement shall not be transferred or assigned by Owner in whole or in part, directly or indirectly, without the prior written consent of Supplier which consent may be withheld in Supplier's sole discretion. Any granted request to assign this Agreement shall require that Owner remain obligated to Supplier according to the terms of this Agreement. In the event of any assignment of this Agreement by Owner, Owner shall be responsible for paying any and all amounts owed to any third parties by Supplier arising from or in any way related to this Agreement, the Business or the Property. In the event of any assignment permitted by this Agreement Supplier reserves the right to modify, in whole or in part, the terms and conditions of this Agreement. Supplier may assign this Agreement in whole or in part.

14. FAILURE TO PERFORM. Any delays in delivery of Fuel to Owner shall not constitute a default under the terms of this Agreement and shall not give rise to any cause of action or claim for any damages of any type, kind or nature whatsoever if such delay or failure to deliver is caused by occurrences beyond the control of Supplier. Further, if the supply of Fuel to Supplier is terminated or becomes inadequate to allow Supplier to fulfill the needs of Owner, such failure or delay in delivery shall not constitute a default under the terms of this Agreement and shall not give rise to any cause of action or claim for any damages of any type, kind or nature whatsoever.

15. GOVERNING LAW. This Agreement shall be interpreted, construed and enforced according to the laws of the State of Mississippi. It is agreed that the courts of DeSoto County, Mississippi shall have jurisdiction over the Parties and that DeSoto County, Mississippi shall be the exclusive venue of any action arising hereunder.

16. NOTICES. Any notice required under this Agreement shall be in writing and shall be delivered personally (including by recognized overnight courier), sent by facsimile transmission (with appropriate documented receipt thereof) or sent by certified or registered mail, postage prepaid, return receipt requested. Notices shall be deemed given when so delivered personally, or upon transmission if sent by facsimile, or if mailed, two (2) business days following the date of deposit in the United States Mail, addressed as follows:

- | | | |
|-----|-----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| a) | If to Owner: | Edwin D. O'Bannon
6396 Hwy. 51 North
Horn Lake, MS 38632 |
| (b) | If to Supplier: | The Market Operations Group, LLC
ATTN: Mike McCaslin
5170 Sanderlin Avenue, Suite 202
Memphis, TN 38117-4360
(901) 761-3188 - telephone
(901) 761-3198 - fax |

Any party may, by notice given in accordance with this section to the other party, designate another address or person for receipt of notices under this Agreement.

17. DEFAULT. Owner shall be in default for any of the following:

- (a) failure to make payment for Fuel as required by the terms of this Agreement;
- (b) failure to comply with any covenant, condition, agreement, provision or term of this Agreement or any other agreement existing between the Parties;
- (c) be adjudicated a bankrupt or insolvent, or shall take the benefit of any relevant legislation that may be in force for bankrupt or insolvent debtors or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state, or other statute, law or regulation, or if Owner shall consent to or acquiesce to the appointment of any trustee, receiver or liquidator of all or any substantial part of its property, or shall make any general assignment for the benefit of creditors; then Supplier may, without notice, declare all of Owner's rights under this Agreement terminated and thereby become null and void at the option of the Supplier may, without notice, declare all of Owner's rights under this Agreement terminated and thereby become null and void at the option of the Supplier;
- (d) sale, transfer, assignment or conveyance in any way or form, any portion of the Business, the Property, Owner's corporate ownership, if any, or Owner's interest therein without Supplier's prior written consent;
- (e) violation of any EPA Requirements, as described in Paragraph 23 below;
- (f) failure to operate the Business for a period of five (5) consecutive days;
- (g) failure to comply with Paragraph 9 above;
- (h) any action or inaction on the part of Owner or Tenant that causes or results in a default or breach of any agreement Supplier may have with any third parties;
- (i) failure by Tenant to comply with any and all imaging requirements and Tenant's failure of any "Mystery Shop" inspections; and
- (j) failure by Owner or Tenant to comply with the terms and conditions of the Distributor Agreement, as described in Paragraph 27 below.

18. REMEDIES. In event of the default of set forth in Paragraph 17(a), 17(d), 17(h) or 17(j) above, Supplier may, with or without further notice or demand and without limiting Supplier in the exercise of any right or remedy which Supplier may have, immediately draw upon the LOC and terminate this Agreement.

In the event of any default of either party other than that set forth in Paragraph 17(a), 17(d), 17(h) or 17(j) above, the non-defaulting party shall give notice of such default in writing to the defaulting party. In the event the defaulting party fails to correct such item of default within five (5) days thereafter, the non-defaulting party may at its option, immediately draw upon the LOC, terminate this Agreement or continue to fulfill this Agreement and pay such cost or expense caused by the event of default and hold the defaulting party liable for such cost or expense. The non-defaulting party shall also be entitled to all damages and/or remedies provided by law or equity, including reasonable attorney's fees.

The right of the Supplier to terminate this Agreement as herein set forth is in addition to and not in exhaustion of such other rights that the Supplier has or causes of action that may accrue to Supplier because of Owner's failure to fulfill, perform or observe the obligations, agreements or covenants of this Agreement, and the exercise or pursuit by the Supplier of any of the rights or causes of action accruing hereunder shall not be in exhaustion of such other rights or causes of action that the Supplier might otherwise have.

Nothing herein withstanding, if Owner fails to make any payment or deposit as required under this Agreement, Supplier shall have the right to immediately enter upon the Property and lock all Fuel dispensing equipment, secure the Fuel inventory or take such other measures as are necessary to prevent the sale of Supplier's products.

19. INSURANCE. Owner shall purchase and maintain, at all times while this Agreement is in effect comprehensive liability insurance, including contractual liability, to cover the indemnities assumed by Owner under this Agreement. Such liability insurance shall have a minimum combined single limit of \$1,000,000.00 for each occurrence or such as managed by the law of the State of Mississippi, whichever is higher, for bodily injury and property damage and shall name Supplier as an insured. Owner shall, upon demand by Supplier furnish Supplier with a memorandum of such insurance coverage or a certificate of such insurance coverage inform acceptable to Supplier. Nothing herein shall be construed as a limitation or restriction upon Buyer's obligation to indemnify Supplier under Paragraph 21 below.

20. INDEMNIFICATION. Owner agrees to indemnify and hold harmless Supplier for any cost, damage, penalty, loss or expense, including attorney's fee, caused by the failure of Owner to fulfill any and all terms of this Agreement and Owner's operation of the Business of occupancy of the Property. Additionally, Owner agrees to indemnify and hold harmless Supplier for any cost, damage, penalty, loss or expense caused by any action or inaction of Owner's employees, agents, licensees or invitees.

21. NO AGENCY. The Parties agree that this is an agreement for the sale of Fuel and this Agreement shall under no circumstances be considered to authorize either party to act as an agent, employee, partner or joint venturer with or for the other. Further, this Agreement shall not be construed to create any partnership, agency relationship, employer-employee relationship, or relationship of joint venturers.

22. WAIVER. No waiver by either party of any breach of this Agreement shall be construed as a waiver of any succeeding breach of the same or any other covenant, condition or agreement.

23. ENVIRONMENTAL RULES, REGULATIONS AND LAWS. Owner has certain responsibilities and obligations relative to the operation of the Property in compliance with state and federal environment regulations pertaining to underground storage tank systems (hereafter referred to collectively as "EPA Requirements"). The Parties shall ensure compliance with EPA Requirements. Owner agrees to and acknowledges the following provisions:

(a) Owner will at all times maintain the underground storage tank systems (the "Tanks") at the Property to be in full compliance with EPA Requirements at all times;

(b) Owner agrees to operate the location in full compliance with all applicable EPA Requirements; failure of Owner to comply with all EPA Requirements or any of the provisions of this Agreement pertaining to EPA Requirements will constitute an event of default under this

Agreement and as such be grounds for the termination of this Agreement, but only after Owner has been given notice and a reasonable opportunity to correct any such failures;

(c) Owner represents that it will notify Supplier of any failure to comply with the above paragraph, or of any results from monitoring activities that in Owner's opinion indicate environmental problems at the Property;

(d) Owner warrants and represents to Supplier, its successors and/or assigns, that it will assume all responsibility and liability in the event of any environmental contamination related to the operation of the Business and the Property. Owner shall be responsible for the Tanks and the Equipment, as described in Paragraph 26 below. Owner warrants that it will comply with all federal, state or local laws in reporting, containing and clean-up in the event of any such contamination. Owner will maintain pollution control in connection with all operations. Owner shall immediately report any spill or release as required by any federal, state, or local law including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et.seq., and the Oil Pollution Act of 1990, 33 U.S.C. 2701 et.seq., as each law may be amended from time to time; and

(e) All federal, state and local reports, testing, actions and work required under EPA Requirements are Owner's responsibility and shall be performed at Owner's sole cost and expense. In the event Owner fails to comply with EPA Requirements and as a result Supplier performs Owner's obligations, Owner agrees to reimburse Supplier for all costs and expenses incurred by Supplier in complying with the EPA Requirements.

If there exists a substantial threat of or if any emitting, spilling, venting, discharging, disposal or loss of any hazardous or harmful substances, air contaminants, and/or pollutants of any nature or kind (including motor fuel) (a "Discharge") into the environment occurs during the term of this Agreement, Owner shall immediately proceed at its sole cost and expense, to stop or abate such Discharge, and shall immediately notify Supplier of such occurrence. Owner shall, at its expense, be responsible for all spill response action and environmental remediation required as a result of such Discharges, including any requirements of a Responsible Party under the Oil Pollution Act of 1990, and disposal of any waste resulting from such spill response action and remediation, and shall indemnify and hold Supplier or its successors, assigns, principles, employees, and agents harmless, including all costs and attorney's fees, from any and all liability.

24. TANK STICKINGS. Owner shall take stick readings of all Tanks located at the Property once a week and report said stick readings by telephone to Supplier. Policies and procedures for Fuel inventory may change from time to time at the discretion of Supplier. Owner agrees to abide by Supplier's policies and procedures pertaining to Fuel.

25. EQUIPMENT. All equipment necessary for storing and dispensing Fuel (collectively the "Equipment") is and shall remain the property of Owner. Owner is and shall be responsible for any and all repairs and/or maintenance required to be performed on the Equipment. Owner hereby agrees to make timely repairs to the Equipment including, but not limited to, any necessary as of the date of this Agreement.

26. SECURITY AGREEMENT. This Agreement shall also constitute a Security Agreement under the Uniform Commercial Code as in force in the State of Mississippi.

(a) In order to further secure the payment and performance of all the obligations, agreements, terms and conditions of this Agreement, Owner hereby grants to the Supplier a security interest in all of Owner's accounts, chattel paper, inventory, equipment, instruments, investment property, documents, deposit accounts, letter-of-credit rights, general intangibles, including payment intangibles, supporting obligations and fixtures including without limitation, all Equipment, canopies, plumbing, lighting, pumping, heating, air conditioning, ventilation, and all fire prevention or extinguishing systems now or hereafter owned by Owner, and now or hereafter attached or affixed to the Property regardless of whether intended to be attached thereto or installed in the buildings located on the Property; together with all attachments, accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all products from or proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of said property, all of which is hereinafter collectively called the "Collateral", and together with all products and proceeds of the Collateral.

(b) Owner represents that Owner is the owner of the Collateral and has good right and authority to grant a security interest in the Collateral, that there is no presently outstanding adverse lien, security interest or encumbrance in or on the Collateral or its proceeds, and that there is no financing statement covering the Collateral or its proceeds on file in any public office.

(c) So long as Owner is indebted to Supplier for any amount, Owner covenants and agrees with the Supplier as follows:

(i) Owner shall account fully and faithfully for and, if the Supplier so elects, or as otherwise set forth herein, shall promptly pay or turn over to the Supplier the proceeds in whatever form received from the disposition in any manner of any of the Collateral. The Supplier agrees that the Owner may use such proceeds for the purchase of replacement collateral which shall be encumbered according to the terms of this Agreement. Owner shall at all times keep any proceeds from the Collateral separate and distinct from other property of Owner and shall keep accurate and complete records of such proceeds;

(ii) Owner hereby authorizes Supplier to file a financing statement or statements or other document or procure any document, and pay all connected costs, deemed advisable by the Supplier to protect the security interest hereunder against the rights or interests of third persons; and

(iii) The Collateral will be used in the operation of the Business and shall remain in Owner's possession or control at all times at Owner's risk of loss and shall be located and maintained on the Property except for its temporary removal in connection with its ordinary use or unless Owner notifies the Supplier in writing and the Supplier consents in writing in advance of its removal to another location.

(d) Upon the occurrence of any default under this Agreement, the Supplier may, with respect to the Collateral, exercise the rights of enforcement granted secured parties under the Uniform Commercial Code; and, in conjunction with, in addition to, or in substitution for those rights and remedies and all other rights and remedies provided under this instrument. Specifically, but without limitation:

- i) Supplier may enter upon the Property to take possession of, assemble and collect the Collateral;
 - ii) Supplier may require Owner to assemble the Collateral and make it available at a place the Supplier designates which is mutually convenient to allow the Supplier to take possession or dispose of the Collateral;
 - iii) Supplier may allow Owner to remedy any default in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default;
 - iv) written notice mailed to Owner as provided herein five (5) days prior to the date of public sale of the Collateral or prior to the date after which private sale of the Collateral will be made shall constitute reasonable notice;
 - v) any sale of all or any part of the Collateral shall be deemed to have been conducted in a commercially reasonable manner;
 - vi) in the event of a sale the Collateral and all other property constituting the Property may, at the option of the Supplier, be sold as a whole or in part; and
 - vii) it shall not be necessary that the Supplier take possession of the Collateral or any part thereof prior to the time that any sale pursuant to the provisions of this paragraph is conducted and it shall not be necessary that the Collateral or any part thereof be present at the location of such sale.
- (e) the Collateral is intended to be and shall be subject to all the other provisions of this Agreement, and the terms and provisions of this paragraph shall not in any way limit any rights or remedies of the Supplier with respect to the Collateral under other provisions of this Agreement.

27. DISTRIBUTOR FUEL AGREEMENT. The Parties hereby agree that this Agreement is subject to and conditioned upon that certain agreement by and between Supplier and Distributor (the "Distributor Agreement"), a copy of which is attached hereto as ADDENDUM "A". The terms and conditions of the Distributor Agreement are incorporated herein in their entirety. Any and all references to Supplier in the Distributor Agreement shall be deemed to also refer to Owner as required so as to facilitate the Parties performance under this Agreement and Supplier's performance under the Distributor Agreement. Owner hereby agrees that it shall be bound by the terms and conditions of the Distributor Agreement and that it shall comply with such terms and conditions as if it was a party to the Distributor Agreement.

28. EXCLUSIVE RIGHT TO PROPERTY. Owner covenants, warrants and agrees that it has either fee simple title to the Property or a leasehold interest in the Property and that it has full authority to enter into this Agreement. Supplier has made or will make significant investments in the Property and as a result the Parties hereby agree that Supplier shall have the sole and exclusive right to have its products sold from the Property for the Term. Owner agrees to allow no other person, company, partnership, association or other entity to locate and or sell Fuel from the Property for the Term. The terms of this Agreement shall be a covenant that shall run with the land as an appurtenance to the Property and shall inure to the benefit of Supplier, its successors and assigns, and the employees, agents, licensees, and invitees of Supplier. In the event

of termination or cancellation of this Agreement Owner shall reimburse Supplier for any and all funds paid to Supplier from the Distributor and passed through to Owner.

29. EASEMENT. Owner hereby grants, bargains and conveys to Supplier, its successors and assigns, an easement in gross (the "Easement") to enter upon the Property to accomplish and enforce the provisions of this Agreement. The Easement shall run with the land as an appurtenance to the Property and shall inure to the benefit of Supplier, its successors and assigns, and the employees, agents, licensees, and invitees of Supplier.

30. CONFLICT. To the extent that the terms of this Agreement conflict with the terms of any other agreement between the Parties, this Agreement shall control.

31. SEVERABILITY. The Parties agree that the terms of this Agreement are severable. In the event that any provision of this Agreement is determined to be invalid or unenforceable by any Court having jurisdiction over the Parties, the remainder of this Agreement shall be binding and enforceable unless such determination makes the remaining portion of the Agreement inadequate to properly define the rights and liabilities of the Parties.

32. ENTIRE AGREEMENT. This writing constitutes the entire agreement of the Parties, and all other writings, statements, agreements or representations whether oral or written are superseded and replaced hereby. No alteration, change or modification of this Agreement shall be made except in writing signed by the Parties.

33. BINDING EFFECT. This Agreement shall be binding upon the Parties and upon their successors, heirs, personal representatives and assigns.

34. COUNTERPART. This Agreement may be executed in two (2) or more counterparts which when taken together, shall constitute one and the same document.

35. PRIOR AGREEMENTS. The Parties hereby agree that any existing leases and or fuel agreements for, or in any way related to, the Property are hereby terminated and of no further force and effect.

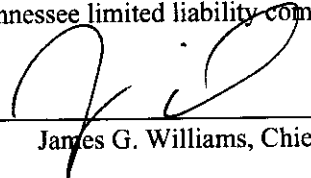
ADDITIONAL PROVISIONS MAY BE SET FORTH IN AN ADDENDUM OR ADDENDUMS ATTACHED HERETO. IN THE EVENT OF A CONFLICT BETWEEN THE TERMS OF THIS AGREEMENT AND THOSE CONTAINED IN THE ADDENDUM, THE TERMS OF THE ADDENDUM SHALL TAKE PRECEDENCE AND CONTROL.

[SEPARATE SIGNATURE PAGE ATTACHED]

IN WITNESS WHEREOF, the Parties have hereunto set their hands the day and year first above written.

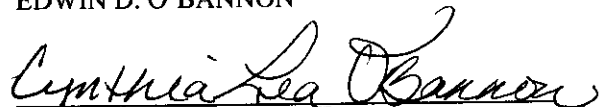
SUPPLIER:

THE MARKET OPERATIONS GROUP, LLC,
a Tennessee limited liability company

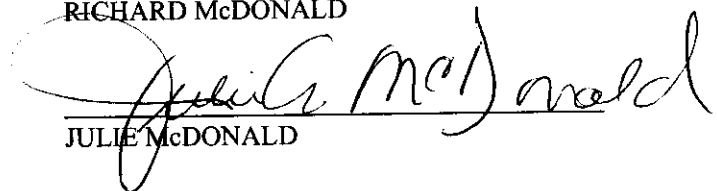
By: 
James G. Williams, Chief Manager

RETAILER:


EDWIN D. O'BANNON


CYNTHIA L. O'BANNON


RICHARD McDONALD

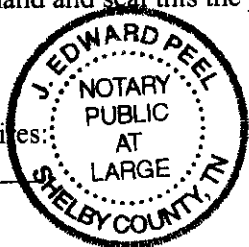

JULIE McDONALD

STATE OF TENNESSEE

COUNTY OF SHELBY

Personally appeared before me, J. Edward Peel the undersigned authority in and for the said county and state, on this 23rd day of September, 2004, within my jurisdiction, the within named JAMES G. WILLIAMS, who acknowledged that he is the Chief Manager for MISSISSIPPI MARKET GROUP, LLC, a Mississippi limited liability company and that for and on behalf of the said company, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said company so to do.

Witness my hand and seal this the 23rd day of September, 2004.



J. Edward Peel
NOTARY PUBLIC

My Commission Expires:

STATE OF MISSISSIPPI My Commission Expires
June 21, 2006

COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of September, 2004, within my jurisdiction, the within named EDWIN D. O'BANNON, who acknowledged that he executed the above and foregoing instrument.

WITNESS my hand and Notarial Seal at office this _____ day of September, 2004.

NOTARY PUBLIC

My Commission Expires:

STATE OF MISSISSIPPI

COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of September, 2004, within my jurisdiction, the within named CYNTHIA L. O'BANNON, who acknowledged that he executed the above and foregoing instrument.

WITNESS my hand and Notarial Seal at office this _____ day of September, 2004.

NOTARY PUBLIC

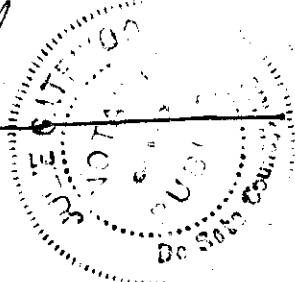
My Commission Expires:

STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before me, J. Edward Peel the undersigned authority in and for the said county and state, on this 20th day of September, 2004, within my jurisdiction, the within named JAMES G. WILLIAMS, who acknowledged that he is the Chief Manager for MISSISSIPPI MARKET GROUP, LLC, a Mississippi limited liability company and that for and on behalf of the said company, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said company so to do.

Witness my hand and seal this the 20th day of September, 2004.

Julie Gatewood
NOTARY PUBLIC
My Commission Expires: Oct 13 2007
MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES OCT. 13, 2007
BONDED THRU STEGALL NOTARY SERVICE

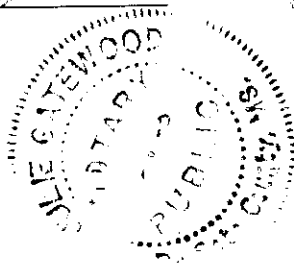


STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this 20 day of September, 2004, within my jurisdiction, the within named EDWIN D. O'BANNON, who acknowledged that he executed the above and foregoing instrument.

WITNESS my hand and Notarial Seal at office this 20 day of September, 2004.

Julie Gatewood
NOTARY PUBLIC
My Commission Expires: 10/13/07
MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES OCT. 13, 2007
BONDED THRU STEGALL NOTARY SERVICE

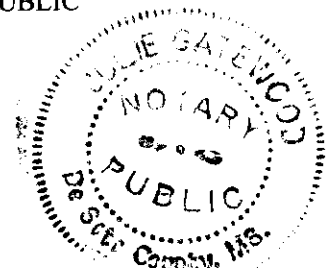


STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this 20 day of September, 2004, within my jurisdiction, the within named CYNTHIA L. O'BANNON, who acknowledged that he executed the above and foregoing instrument.

WITNESS my hand and Notarial Seal at office this 20 day of September, 2004.

Julie Gatewood
NOTARY PUBLIC
My Commission Expires: 10/13/07
MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES OCT. 13, 2007
BONDED THRU STEGALL NOTARY SERVICE



STATE OF MISSISSIPPI

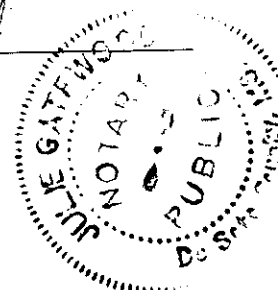
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this 20 day of September, 2004, within my jurisdiction, the within named RICHARD McDONALD, who acknowledged that he executed the above and foregoing instrument.

WITNESS my hand and Notarial Seal at office this 20 day of September, 2004.

My Commission Expires: 10/13/07
MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES DAY 13, 2007
CONSULT THIRD OF REAL NOTARY SERVICE

Julie Gatewood
NOTARY PUBLIC



STATE OF MISSISSIPPI

COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this 20 day of September, 2004, within my jurisdiction, the within named JULIE McDONALD, who acknowledged that he executed the above and foregoing instrument.

WITNESS my hand and Notarial Seal at office this 20 day of September, 2004.

My Commission Expires: 10/13/04

Julie Gatewood
NOTARY PUBLIC

MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES OCT 13, 2007
CONSULT THIRD OF REAL NOTARY SERVICE



EXHIBIT "A"
PROPERTY DESCRIPTION

Survey of Road Runner - 1 Lot Subdivision, recorded in Plat Book 31, Page 14, in the DeSoto County Register's Office and being more particularly described as follows:

Commencing at the intersection of the centerline of Goodman Road and U.S. Highway No. 51; thence S 89°41'00" W a distance of 243.41' to a point; thence N 0°19'00" W a distance of 64.75' to a point in the North line of Goodman Road, said point being the point of beginning; thence along said North line S 89°41'00" W a distance of 60.10' to a point; thence N 1°40'00" E a distance of 158.36' to a point; thence N 45°40'30" E a distance of 100.00' to a point; thence N 89°41'00" E a distance of 159.27' to a point in the West line of U.S. Highway No. 51; thence along the said West line along a curve to the left (Rad.=17248.74') a distance of 60.02' to a point; thence S 45°43'00" W a distance of 241.70 to the point of beginning, containing 0.81 acres more or less.

EXHIBIT "B"
SCHEDULE OF FUEL PAYMENTS

1502 Goodman Road
Horn Lake, MS

Handling Fee:

Gasoline	Diesel
\$0.01 per gallon over rack price*	\$0.015 per gallon over rack price

* For purposes of this Agreement, the term "rack price" shall mean Supplier's actual cost, from time-to-time, for Fuel according to Seller's most recent invoice for the appropriate grade of Fuel plus all applicable taxes and freight and handling fees.

ADDENDUM "A"
DISTRIBUTOR AGREEMENT